

AFTER RECORDING RETURN TO:

King County Property Services Division
500A King County Administration Building
500 Fourth Avenue
Seattle, WA 98104

Document Title: River Protection Easement

Reference Number of Related Document:

Grantor(s):

Grantee(s): King County

Legal Description:

Assessor's Tax Parcel Number:

RIVER PROTECTION EASEMENT

For valuable consideration, receipt of which is hereby acknowledged, the GRANTOR(S),

owner(s) in fee of that certain parcel of land (the "Property"), legally described as follows:

hereby grant(s) to KING COUNTY, a political subdivision of the State of Washington , its successors and assigns, agents and licensees (GRANTEE), a perpetual easement for the purposes of accessing and constructing, inspecting, monitoring, reconstructing, maintaining, repairing, modifying, and removing river bank protection and/or other flood related works, including

installing, inspecting, maintaining and removing all vegetation and any other appurtenances thereto across, in, under, on, over and upon the following portions of the above described Property:

All portions of the above described parcel that are riverward of a line that is parallel to and thirty (30) feet landward of the stable top of the river bank on the _____ River ("Easement Area"), as constructed or reconstructed, together with reasonable ingress and egress upon the Property to access the Easement Area.

Grantee shall have the right at such time as may be necessary and at the Grantee's sole discretion, to enter upon the Property and to have unimpeded access to, in and through the Easement Area for the purposes of exercising the Grantee's rights as described herein.

Grantor agrees not to plant non-native vegetation within the Easement Area and not to remove or otherwise alter any improvements installed by Grantee, including any native vegetation that may be planted and any flood protection works that may be constructed, within the Easement Area, without the prior approval of Grantee. Grantor further agrees not to use herbicides within the Easement Area without the prior approval of Grantee. Nothing contained herein shall be construed as granting any license, permit or right, otherwise required by law, to Grantor with respect to the Property and the Easement Area.

For the purposes of this river protection easement, the term "native vegetation" shall mean vegetation comprised of plant species, other than noxious weeds (as identified on the State of Washington noxious weed list found at Washington Administrative Code Chapter 16-750, as amended from time to time), which are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur at the site.

Neither Grantor nor Grantee is hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights. This river protection easement and/or any flood related works constructed or to be constructed within the Easement Area shall not be construed as granting any rights to any third person or entity, or as a guarantee of any protection from flooding or flood damage, and nothing contained herein shall be construed as waiving any immunity to liability granted to Grantee by any state statute, including Chapter 86.12 of the Revised Code of Washington, or as otherwise granted or provided for by law.

